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Collective Bargaining Agreements

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12-1-1939

## A. W. Ries and Son, Potters I. G. A. Store, Nick and Tony's Market, and others and United Retail and Wholesale Employees of America, Local 229, CIO (1939)

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**A. W. Ries and Son, Potters I. G. A. Store, Nick and Tony's Market, and others and United Retail and Wholesale Employees of America, Local 229, CIO (1939)**

**Location**

Barberton, OH

**Effective Date**

12-1-1939

**Expiration Date**

12-1-1940

**Number of Workers**

50

**Employer**

A. W. Ries and Son; Potters I. G. A. Store; Nick and Tony's Market; and others

**Union**

United Retail and Wholesale Employees of America

**Union Local**

229

**NAICS**

44

**Sector**

Private

**Item ID**

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**Keywords**

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**Comments**

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A G R E E M E N T

ENTERED into this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ by and between the United Retail & Wholesale Employees of America, Local No. \_\_\_\_\_ of \_\_\_\_\_ Ohio, affiliated with the Congress of Industrial Organization, and hereinafter referred to as the Union, and \_\_\_\_\_ operating in the City of \_\_\_\_\_ Ohio, hereinafter referred to as the Employer.

WITNESSETH:

That in consideration of the mutual promises, conditions and covenants herein contained, and other valuable considerations, it is agreed as follows:

ARTICLE I: The Employer agrees to retain in employment only members of said Union and in good standing and all new employees shall become members of said Union after a probation period of twelve (12) days. Extra employees who shall be employed one or more days in any one week shall become members of said Union after said probation period of twelve days. All members of the said Union employed by the Employer are to be continued in such employ during the life of this agreement subject to the conditions of this agreement.

ARTICLE II: The Union agrees to lease, and the Employer agrees to hire, for the period of this agreement, a Union Store Card No. \_\_\_\_\_ which shall remain the property of the Union, at a rental of Five Dollars (\$5.00) yearly; and the Employer agrees that any breach or violation of any of the provisions of this agreement shall be sufficient cause for the removal of said Union Store Card by the Union.

ARTICLE III: WORK DAY, WORK WEEK, WAGES, OVERTIME, HOLIDAYS AND VACATIONS.

Section (a): Fifty (50) hours shall constitute a week's work to be distributed over six days, but no member of the Union shall be required to work more than eight (8) hours per day except that on one day of each week which must be a Saturday, members of the Union may be required to work a maximum of ten (10) hours.

All hours of work shall run consecutively insofar as each day is concerned, except one hour off for lunch on week days and two hours off on Saturdays.

Section (b): The minimum weekly wage for all female employees shall be \$19.00 per week, except female apprentices with less than six months experience who shall receive \$13.00 per week, more than six but less than twelve months \$15.00 per week, more than twelve but less than eighteen months \$17.00 per week, more than two years experience \$19.00 per week.

The minimum weekly wage for all male employees shall be \$24.00 per week, except male apprentices with less than six months experience who shall receive \$16.00 per week, more than six but less than twelve months \$18.50 per week, more than twelve but less than eighteen months \$21.00 per week, more than two years experience \$24.00 per week.

Section (c): All extra employees shall be paid pro rata per hour according to their classification as to length of service and position.

Section (d): No existing benefits or privileges, special awards or bonuses enjoyed by any employee at the time of execution of this agreement shall be abridged or terminated during the life of this agreement; nor shall the minimum rate of wage in any way be construed to prevent the Employer from paying a higher wage; nor shall any Employee have his or her salary reduced any seeming provision to the contrary notwithstanding.

Section (e): When extra employees are hired they shall work at least consecutive hours or shall receive the equivalent in pay. In all cases of new employees they shall be on probation until they shall have worked a total of twelve (12) days.

Section (f): Overtime shall be paid for by the Employer at the rate of one and one half ( $1\frac{1}{2}$ ) times the regular rate, and double time for Sundays and holidays as prescribed herein. All overtime to be paid in cash and not in time off. It is further agreed that for three (3) days preceding holidays, employees may be required to work extra hours without the payment of overtime.

Section (g): All employees having worked for the Employer for one year or more shall receive one full weeks vacation with pay, and having worked two or more years shall receive two weeks vacation with pay. Those employees who have not completed one years service but who have completed at least six months service shall receive one-half day for each month's work. All vacation days to run consecutively. Compensation for vacations to be made prior to week of vacation.

Section (h): No employee shall be required to work on Sundays or on the following holidays: New Year's DAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY. The Employer agrees to pay employees for such holidays.

Section (i): Said employees agree that the Employer shall check their dues from the last pay of each month for the preceding month. It is further agreed that the Employer shall turn over all the money collected as dues to a bonified representative of the Union, and shall receive a receipt for same.

Section (j): If during the life of this Agreement, the cost of living in the Cleveland area shall increase five percent (5%) or more, the reason for which can be directly laid to a state of warfare, it is agreed that the question of wages may be reopened for discussion.

#### ARTICLE IV: SENIORITY, LAYOFFS, ETC.

Section (a): In case of layoffs or re-hiring, seniority shall prevail.

Section (b): In case of layoff, the Employer shall give one week's notice or one week's pay. All members of the Union shall give one week's notice to the Employer in case of ending service.

Section (c): Employees shall not suffer discrimination by reason of serving or performing the function of a Steward or Committeeman, and Employer shall meet with the Store Committee or Union Representative at any reasonable time and no committeemen shall suffer loss of pay when so serving.

Section (d): It is agreed that in no event shall the entry of a new and additional partner or stockholder in the firm be a sufficient cause for the discharge of any of the employees employed by the Employer under any circumstances whatever.

ARTICLE V: The Employer shall at all times have the right to dismiss any employee for just cause. In the event it shall be finally decided, under the terms of this agreement, that an injustice has been dealt the employee with regard to the discharge the Employer shall reinstate such employee and pay full compensation at the employee's regular rate of pay for all time lost. All such cases of discharge shall be disposed of within ten days from date of discharge.



ARTICLE VI: In all cases of discharge, the Employer shall give notice of his intention to terminate such employment, together with the reason or reasons thereof, to the affected employee not less than one week prior to the effective date of the discharge; provided, however, that the Employer may pay the affected employee one week's pay in place of giving the notice herein provided; and provided, further, that the Employer shall not be required to give such notice or pay in cases where the employee is discharged for dishonesty or intoxication while at work on the premises of the Employer

ARTICLE VII: ADJUSTMENT OF GRIEVANCES: The Employer agrees to recognize and deal with the Grievance Committee representing the employees of the Employer. If any grievance affecting any employee or employees results from a dismissal or a complaint, the affected employee or the Grievance Committee shall take up the grievance with a representative of the Employer in the store. If unsuccessful in adjusting the grievance, the Committee shall take up the matter with the Store Manager, and if such grievance is still not adjusted, it shall then be taken up between representatives of the Union and the representatives of the Employer.

ARTICLE VIII: Section (a): It is agreed that only managers and salesclerks shall do such work as packing, waiting on trade, etc.

Section (b): All employees shall be allowed seven (7) days sick leave with pay in one year provided a doctor's certificate is presented.

Section (c): The Employer shall furnish and launder all uniforms and aprons which the Employer shall require employees to wear.

Section (d): Employer shall maintain water coolers and furnish sanitary drinking cups, or drinking fountain for the use of the Employees. Rest rooms shall be kept clean and sanitary and shall be supplied with soap dispensers and individual towels.

Section (e): An authorized representative or officer of the Union shall have free access at reasonable hours to the store or stores conducted by the Employer at all times for the purpose of communicating with the employees therein or for the purpose of conferring with the Employer.

ARTICLE IX: The parties to this agreement mutually agree to be bound by the terms, covenants and conditions of this agreement for the period of one (1) year from the date hereof, at which time the said agreement shall be terminated. This agreement covers the store or stores owned and operated by \_\_\_\_\_ at \_\_\_\_\_ City of \_\_\_\_\_ Ohio.

ARTICLE X: IN WITNESS WHEREOF, The parties hereto have caused these presents to be signed by their respective representatives, the day and year first above written.

UNITED RETAIL & WHOLESALE EMPLOYEES OF AMERICA  
LOCAL NO. \_\_\_\_\_ OF \_\_\_\_\_, OHIO.  
Affiliated with the Congress of Industrial  
Organization

BY \_\_\_\_\_

EMPLOYER

In the presence of:

BY \_\_\_\_\_

GROCERY & CLOTHING STORES IN C.I.O.

A. W. RIES & SON, 1359 WOOSTER RD. W., CITY  
POTTERS I.C.A. STORE, 1371 WOOSTER RD. W., CITY  
NICK & TONY'S MARKET, WOOSTER RD. W., CITY  
E. W. HACKENBURG & SON, 1146 WOOSTER RD. W., CITY  
A. J. SMITH GROCERY, 1044 WOOSTER RD. W., CITY  
JMO CINDRICH GROCERY, WOOSTER RD. W., CITY  
ALBERT MUNEN GROCERY, 897 WOOSTER RD. W., CITY  
DESSERS MARKET, 1056 W. TUSCARAWAS AVE., CITY  
MRS. MINER'S GROCERY, W. TUSCARAWAS AVE., CITY  
GEREK & HALMIAR, W. TUSCARAWAS AVE., CITY  
MARTIN SOLOY GROCERY, W. TUSCARAWAS AVE., CITY  
~~STANICH GROCERY~~, W. TUSCARAWAS AVE., CITY  
YURCHIAK BROS. GROCERY, COR. 15TH ST. & HOPOCAN AVE., CITY  
GEORGE KNECHK (GRANDVIEW GROCERY) WILBUR AVE., CITY  
PEOPLES MARKET, 339 FOURTH ST., CITY  
FRANKO BROS. GROCERY, 667 PARK AVE., CITY  
MYERS & WEIGAND GROCERY, W. TUSCARAWAS AVE., CITY  
GANNYS GROCERY, W. TUSCARAWAS AVE., CITY  
W. A. BOWER'S GROCERY, BELLVIEW AVE., CITY  
TONY'S MARKET, NEWELL ST., CITY  
JONES & FOSTER, CITY, No other address  
AMAN'S GROCERY, COR. 17th ST. & HOPOCAN AVE., CITY  
DAN HAINWAY, WOOSTER RD. NORTH, CITY  
THOMAS GROCERY  
C. W. SMITH GROCERY, WOOSTER RD. NORTH, CITY  
JOHN POOLROOM, 1138 WOOSTER RD. W., CITY  
A. P. SMITH CLOTHIER, WOOSTER RD. W., CITY  
PINK'S CLOTHING, WOOSTER RD. W., CITY  
WRIGHT'S STORE, TUSCARAWAS AVE., CITY  
FASHION STORE, TUSCARAWAS AVE., CITY  
WOOLWORTH 5 & 10<sup>1</sup>/<sub>2</sub> STORE, TUSCARAWAS AVE., CITY

SECOND REQUEST  
U. S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON

*Retail #229  
Barberton, Ohio  
12-1-40.*

UNION AGREEMENTS

December 26, 1939

Mr. William McKeel, Sec'y #229  
United Retail & Wholesale Employees  
611 Holmes Avenue  
Barberton, Ohio

Dear Sir:

For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records and shall appreciate your cooperation in sending us copies of them, together with the information requested below.

If you have only one copy available and so designate, we shall be glad to type a duplicate and promptly return the original. If you so indicate, we will keep the identity of the agreement confidential, using the materials only for general analysis which will not reveal the name of your union.

The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

Enc.

*Isador Rubin*  
Commissioner of Labor Statistics.

Name of company or employers' association signing the agreement \_\_\_\_\_

(If more than one employer, please list on reverse side)

Number of companies covered by agreement 31

Number of union members working under terms of agreement 44

Number of nonmembers working under terms of agreement 6

Branch of trade covered Clerks in Grocery & Department stores

Date signed Dec. 1-39 Date of expiration Dec. 1-40

Please check here if you wish the agreement returned \_\_\_\_\_

*A. F. Ringer*  
(Name of person furnishing information)

*P.O. Box 584*  
(Address)